

<i>SERFF Tracking Number:</i>	<i>SELC-125283765</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Selective Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026017</i>
<i>Company Tracking Number:</i>	<i>AAGL-28-07AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>2007 GL ElitePacs</i>		
<i>Project Name/Number:</i>	<i>2007 GL ElitePacs/AAGL-28-07AR</i>		

Filing at a Glance

Company: Selective Insurance Company of America

Product Name: 2007 GL ElitePacs	SERFF Tr Num: SELC-125283765	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: AR-PC-07-026017
Sub-TOI: 17.0001 Commercial General Liability	Co Tr Num: AAGL-28-07AR	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Tracy Rossman	Disposition Date: 09/10/2007
	Date Submitted: 09/06/2007	Disposition Status: Approved
Effective Date Requested (New): 12/01/2007		Effective Date (New):
Effective Date Requested (Renewal): 12/01/2007		Effective Date (Renewal):

General Information

Project Name: 2007 GL ElitePacs	Status of Filing in Domicile:
Project Number: AAGL-28-07AR	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 09/10/2007	
State Status Changed: 09/06/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Selective Insurance Company of America, NAIC # 12572	

We would like to file the attached forms (CG 72 17, CG 70 51, and CG 75 02) for use with the CG 00 01 coverage form on our Specialty Programs business. Our Specialty Programs business encompasses the following business sectors: Social Services (non for profit organizations), Emergency Services, Governmental Entities, and Schools. These forms provide broadenings of coverage which are summarized in the Summary of Coverages on the first page of each endorsement. Each form is designed to respond to the unique coverage requirements of the business sector.

We would like to propose a December 1, 2007 Effective Date if this filing meets your approval. Thank you.

SERFF Tracking Number: SELC-125283765 State: Arkansas
 Filing Company: Selective Insurance Company of America State Tracking Number: AR-PC-07-026017
 Company Tracking Number: AAGL-28-07AR
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: 2007 GL ElitePacs
 Project Name/Number: 2007 GL ElitePacs/AAGL-28-07AR

Company and Contact

Filing Contact Information

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Filing Company Information

Selective Insurance Company of America	CoCode: 12572	State of Domicile: New Jersey
40 Wantage Avenue	Group Code: 242	Company Type:
Branchville, NJ 07890	Group Name:	State ID Number:
(800) 777-9656 ext. [Phone]	FEIN Number: 22-1272390	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Selective Insurance Company of America	\$50.00	09/06/2007	15457817

SERFF Tracking Number:	SELC-125283765	State:	Arkansas
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Product Name:	2007 GL ElitePacs		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/10/2007	09/10/2007

SERFF Tracking Number: *SELC-125283765* *State:* *Arkansas*
Filing Company: *Selective Insurance Company of America* *State Tracking Number:* *AR-PC-07-026017*
Company Tracking Number: *AAGL-28-07AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *2007 GL ElitePacs*
Project Name/Number: *2007 GL ElitePacs/AAGL-28-07AR*

Disposition

Disposition Date: 09/10/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SELC-125283765 State: Arkansas

Filing Company: Selective Insurance Company of America State Tracking Number: AR-PC-07-026017

Company Tracking Number: AAGL-28-07AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2007 GL ElitePacs

Project Name/Number: 2007 GL ElitePacs/AAGL-28-07AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	ElitePac General Liability Extension - Emergency Services and Governmental	Approved	Yes
Form	ElitePac General Liability Extension - Social Services	Approved	Yes
Form	ElitePac General Liability Extension - Schools	Approved	Yes

SERFF Tracking Number: SELC-125283765 State: Arkansas

Filing Company: Selective Insurance Company of America State Tracking Number: AR-PC-07-026017

Company Tracking Number: AAGL-28-07AR

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2007 GL ElitePacs

Project Name/Number: 2007 GL ElitePacs/AAGL-28-07AR

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ElitePac General Liability Extension - Emergency Services and Governmental	CG 70 51	01 07	Endorsement/Amendment/Conditions		0.00	Final CG7051107.pdf
Approved	ElitePac General Liability Extension - Social Services	CG 72 17	01 07	Endorsement/Amendment/Conditions		0.00	final cg7217107.pdf
Approved	ElitePac General Liability Extension - Schools	CG 75 02	01 07	Endorsement/Amendment/Conditions		0.00	final cg7502010 7.pdf

ELITEPAC

General Liability Extension

Emergency Services and Governmental

COMMERCIAL GENERAL LIABILITY
CG 70 51 01 07

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3-through-10**) for changes affecting your insurance protection.

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Volunteer Worker	
Employee Definition Amended (including status as an insured)	Page 7
Employer's Liability Exclusion Amended	Page 4
Injuries or Damages by Certain Employees (co-employee damages)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

ELITEPAC

General Liability Extension

Emergency Services and Governmental

COMMERCIAL GENERAL LIABILITY
CG 70 51 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. However, **when two or more Coverage Parts of this policy apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

COVERAGES - Amendments

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- **Emergency Services Errors and Omissions**

The following coverage Extension is added to **COVERAGE A.:**

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is hereby extended to include Wrongful Acts or Omissions of a Professional Nature for which your Fire Company, Ambulance Squad and/or Rescue Squads are deemed to be legally liable.

For the purpose of this coverage Extension, Wrongful Acts or Omissions of a Professional Nature shall mean: Any actual or alleged errors or mistakes, or breach of duty (including misfeasance, malfeasance and nonfeasance) which arise out of normal activities and services of a Fire Company, Ambulance Squad and/or Rescue Squad.

This Extension of coverage also applies to each individual member of your Fire Company, Ambulance Squad and/or Rescue Squad, while acting within the scope of their official duties and authority.

- **Fellow Employee, Member or Volunteer Worker Liability**

"Bodily Injury" coverage provided by this section is extended to:

A. Each "employee", member or "volunteer worker" of the insured organization while such person is operating within the scope of his/her duties, with respect to claims made or suits brought against such person for injuries to a fellow employee, member or "volunteer worker" of the insured organization. If the insured is a fire company, ambulance squad or rescue squad this coverage is also extended to

each such person with respect to claims made or suits brought against them for injuries to members of other fire companies, ambulance squads or rescue squads.

B. The insured organization, with respect to claims made or suits brought against the insured organization for injuries to members of other fire companies, ambulance squads or rescue squads.

With respect only to this Extension of coverage, the exclusions listed below shall not apply:

- 1) The Employer's Liability exclusion which limits an insured's liability for "Bodily Injury" to an employee; and
- 2) The Injury to Firemen, Ambulance or Rescue Squad Worker exclusion.

Also with respect only to this Extension of coverage, item **2.a.(1)** of **SECTION II — Who Is An Insured** shall not apply.

- **Medical Liability**

Coverage A — Bodily Injury Liability is extended to include claims arising out of the rendering or the failure to render First Aid and other Medical Procedures performed by your Ambulance Squad, Rescue Squad or Fire Company.

With respect to the coverage provided by this coverage Extension only, it is agreed that the word "insured" also means any member of "your" organization, while (1) acting within the scope of their official duties, or (2) rendering emergency aid at a scene when the member is acting independently as a "Good Samaritan" within or outside of the normal operating territory of your organization.

- **Property of Others In Your Care**

“Property Damage” coverage provided by this Section is extended to Personal Property of Others which is temporarily in your care, custody, or control as a result of your fire, ambulance, or rescue squad “emergency operations.”

Exclusion **2.j.(4)** does not apply to this Extension of coverage.

The most we will pay under this Extension of coverage is the Each Occurrence Limit stated in the Declarations.

A deductible of \$250 applies to all damages covered under this Extension sustained by any one occurrence.

EXCLUSIONS

- **Amendment of Pollution Exclusion - Emergency and Training Operations**

Each and every exclusion of this coverage form relating to the actual, alleged or threatened discharge, dispersal or release of pollutants shall not apply to “emergency operations” or “training operations.”

- **Commandeered Mobile Equipment**

Exclusions **j.(3)** and **j.(4)** of **Section I — Coverages** do not apply to “Mobile Equipment” borrowed or commandeered by the “insured” in connection with “emergency operations.”

- **Employer’s Liability Amendment**

The following will be added to the Employer’s Liability exclusion:

This exclusion also does not apply to any “temporary worker” or “volunteer worker.”

- **Expected or Intended Injury**

Emergency Services

As respects your fire and rescue emergency services operations only, the **Expected Or Intended Injury** exclusion does not apply and is replaced by the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily Injury” or “Property Damage” resulting from your efforts to protect persons or property and arising out of the operations of your fire department, first aid squad, ambulance squad or rescue squad.

- **Law Enforcement Activities - Exclusions**

As respects your police or law enforcement operations only, the following Exclusion is added:

This insurance does not apply to “bodily injury” or “property damage” arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or “employees”.

- **Failure To Supply Utilities - Exclusion**

The following Exclusion is added:

This insurance does not apply to “bodily injury” or “property damage” arising out of the complete or partial failure to supply gas, oil, water, electricity or steam.

- **Incidental Garage Operations**

The **Aircraft, Auto, Or Watercraft** exclusion is amended as follows:

This exclusion does not apply to any claims arising from “customers autos” while on or next to those premises you own, rent or control that are used for any “garage operations”. For the purposes of this extension “customers autos” means an “auto” in your temporary possession for the purpose of receiving the services included in your “garage operations”, however does not include an “auto owned by, or rented or loaned to, any insured. Also for the purposes of this extension “garage operations” means the service, repair, parking or storage of “customers autos”, including all operations necessary or incidental thereto. Parking or storage of “customers autos” is a “garage operation” only when the “customers autos” are parked by you and are in your care, custody or control.

- **Injury to Firemen, Ambulance or Rescue Squad Workers**

This insurance does not apply to “bodily injury” or “personal and advertising injury” to any firemen, ambulance or rescue squad workers, whether or not members of your organization, while in the course of their duties as such.

- **Non-Owned Aircraft, Auto or Watercraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

1. This exclusion does not apply to a watercraft, or personal watercraft, you do not own that is not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the Other Insurance provisions of this policy for Excess Insurance.
2. This exclusion does not apply to any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.

- **Damage To Premises Rented to You**

Exclusion J. of Damage to Property in **COVERAGE A** dealing with damage to premises while rented to you or temporarily occupied by you with the permission of the owner is amended as follows:

As used in this Extension (only, including its use in **LIMITS OF INSURANCE**, the Declarations and the Other Insurance provisions), the term damage shall include fire, lightning or explosion.

The Damage To Premises Rented To You Limit of **LIMITS OF INSURANCE** is amended as follows:

The Damage To Premises Rented To You Limit, for covered fire, lightning or explosion, is the same as the amount shown in the Declarations for Each Occurrence Limit. This limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises rented to you or temporarily occupied by you with permission of the owner, for all such "property damage" proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three. This Damage To Premises Rented To You Limit is subject to the Each Occurrence Limit.

- **Temporary Liquor Liability**

The following is added to the Liquor Liability exclusion:

This exclusion does not apply to "Bodily Injury" or "Property Damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any specific function or activity for which you:

1. Are not required by state or local law/regulation to secure or maintain an alcoholic beverage permit or license; or
2. Are required by state or local law/regulation to secure or maintain only a temporary (valid for 10 days or less) alcoholic beverage permit or license.

This extension applies to events held 10 consecutive days or less with no limitation on the number of events held per year.

- **Property Damage - "Golfing Facilities"**

If you operate a "golfing facility" **COVERAGE A** is extended to "property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this Extension is \$500 per "occurrence" subject to an annual aggregate of \$2,500 per year. No deductible applies to loss under this extension.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

- **Civil Rights**

The following exclusion is added:

This insurance does not apply to "personal and advertising injury" arising out of the violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged:

- a) If caused, in whole or in part by, any dishonest, fraudulent, criminal or malicious act committed by or with the knowledge of an insured, or
- b) If the insured has waived any immunity to which they would otherwise have been entitled under the law, however this exclusion does not apply if the company gave prior written approval of such waiver of immunity to any insured.

- **Law Enforcement Activities - Exclusion**

This insurance does not apply to “personal and advertising injury” arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or “employees”.

COVERAGE C. MEDICAL PAYMENTS

EXCLUSIONS

- **Any Insured Amendment**

The following is added to this section:

The exclusion applicable to any insured does not apply to:

1. “Golfing facility” members who are not paid a fee, salary, or other compensation; or
2. “Not-for-profit members.”

- **Governmental Subdivision Amendment**

If you are a Governmental Subdivision (village, town, county, etc.), any Medical Payments Limit shown under **Coverage C.** in the Declarations applies only to your main owned premises location, such as your town hall or administration building. Medical Payments coverage for all other owned locations is excluded.

- **Products Amendment**

The exclusion applicable to the “products-completed operations hazard” does not apply to “your products” sold for use or consumption on your premises, while such products are still on your premises.

The following Coverage is added to **Section I — Coverages**:

- **COVERAGE D. INJUNCTIVE RELIEF DEFENSE EXPENSE**

1. **Insuring Agreement**

We will pay those reasonable sums the insured incurs as “defense expense” to defend against an action for “injunctive relief” because of a “wrongful act” arising out of your “emergency operations” to which this insurance applies.

The most we will pay for “Defense Expense” under this coverage is \$25,000 and we will have no obligation to provide the defense for any action for “Injunctive Relief”. No other obligation or liability to pay sums or perform acts or services is included in this coverage.

This insurance applies only if:

- a. The action seeking “injunctive relief” is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them; and
- b. The insured first notifies us as soon as practical after retaining counsel to respond to such action however not later than sixty days after the end of the policy period; and is reasonably expedient in requesting us to pay the “defense expense.”

All actions based on or arising out of the same “wrongful act” or related “wrongful acts” shall be considered one action for “injunctive relief” regardless of the number of:

- a. Plaintiffs;
- b. Insureds;
- c. Demands asserted; or
- d. Injunctions, temporary restraining orders or prohibitive writs.

2. **Exclusions**

This insurance does not apply to:

- a. Any “wrongful act” which takes place prior to the inception date of this policy if the insured knew or reasonably should have foreseen that such “wrongful act” would give rise to a “claim.”
- b. Any “wrongful act” which is insured by any other policy or policies except:
 - (1) A policy purchased to apply in excess of this policy; or
 - (2) That portion of monetary damages otherwise covered by this policy which exceeds the limits of liability of such other policy or policies.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

- **Expenses For Bail Bonds And Loss Of Earnings**

The provisions of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** are amended as follows:

Subject to all other provisions of this section, the limitations for expenses for bail bonds and loss of earnings are increased as follows: we will pay up to \$2,500 for the cost of bail bonds, and up to \$500 a day for loss of earnings because of time off from work.

WHO IS AN INSURED — Amendments

• Functional Additional Insureds

The section **WHO IS AN INSURED** is amended to include as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your commission members;
5. Your agency members;
6. Your board members;
7. Your elective or appointed officers;
8. Your insurance managers;
9. Your "Not-for-profit" members;
10. For any insured that is a school, school system or school board any full time consultants acting as School Administrators and/or School Superintendents;

however each only with respect to their liability for your activities or activities they perform on your behalf.

Also, for any insured that is a school, school system or school board **WHO IS AN INSURED** is further amended to include as additional insureds:

1. Any organization affiliated with and supporting the school such as Parent Teacher Associations or Booster Clubs; and
2. The officers and members of such organizations,

however each only with respect to their liability for your activities or activities they perform on behalf of the school. For these last two types of additional insureds only, this insurance is excess over any other insurance, whether primary, excess or on any other basis. Accordingly the provisions of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITION, 4. Other Insurance, b. Excess Insurance** also apply to these two types of as additional insureds.

• Employees As Insureds Modified

The exclusion relating to injury to a co-"employee" does not apply to injury to, or property damage to the property of, a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker."

• Newly Formed or Acquired Organizations

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

This coverage Extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the **Other Insurance** provisions of this policy for Excess Insurance.

(All other provisions of this section continue unchanged.)

• Blanket Additional Insureds - Broad Form Vendors - As Required By Contract

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; however this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such rented leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

3. "Bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of that person's or organization's business, however the insurance afforded that person or organization does not apply to:

- a. "Bodily injury" or "property damage" for which that person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that person or organization would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by that person or organization;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as that person or organization has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for that person or organization; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and contributory in the written contract, written agreement or written permit.

The provisions of this coverage Extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured and additional insured) or written permit issued prior to the "bodily injury" or "property damage".

• **Incidental Medical Malpractice**

With respect to the section of **WHO IS AN INSURED** dealing with employees as insureds, the exclusion relating to providing or failing to provide professional health care services does not apply to school nurses, school psychologists, physical therapists, hearing and speech therapists, athletic trainer, emergency medical technicians or paramedics.

The same section of the exclusion referenced above also does not apply to your emergency services medical director (s), however only with respect to their duties as your medical directors.

Your Medical Director is not an insured for providing or failing to provide; any service as a physician, including, but not limited to, on-line medical direction or medical command via telecommunication to emergency personnel.

However this exception does not apply if the named insured is in the business or occupation of providing any such professional services.

• **"Golfing Facilities" -Golf or Tennis Pros**

The following are also additional insureds under **WHO IS AN INSURED**:

If you operate a "golfing facility," any golf or tennis pros. Golf or tennis pros means any person, other than your "employees," whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, however only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you rent or lease to them.

• **Commandeered "Mobile Equipment" - Owner As An Additional Insured**

The owner of commandeered "mobile equipment" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation", however only as respects to their liability arising out of your use of the commandeered mobile equipment.

COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

• Knowledge Of Occurrence, Claim, Suit Or Loss

The requirements for reporting and sending claim or “suit” information to us, including provisions related to the subsequent investigation of such claims or “suits,” under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** do not apply until after the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An “executive officer” or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

• Unintentional Failure To Disclose Hazards

The following is added to **Representations**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

• Waiver of Transfer of Rights of Recovery

If you are a “golfing facility,” we will waive any right of recovery we may have against any of your members or their guests because of payments we make for injury or damage arising out of their actions at your premises to which this Coverage Part applies. However, this provision does not apply to injury or damage that is expected or intended by your member or their guest.

• Liberalization

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

DEFINITIONS

• Civil Rights

The following is added to the definition of “Personal and Advertising Injury”;

- f) Violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged, by any fire company, rescue squad or ambulance squad; excluding any fines levied in connection with such violations.

• Emergency Operations

“Emergency operations” means actions:

- 1) Which are urgent responses for protection of property, human life, health or safety; and
- 2) Which result from or arise from the performing or attempting to perform firefighting, rescue, emergency hazardous materials response, emergency medical services, and/or the stabilizing or securing of an emergency scene, including run off from the cleaning of equipment as a result of such operations; and
- 3) Which are sanctioned by the fire department, first-aid or rescue squad insured under this policy, or by the officers of such organization.

For the purpose of this definition, “property damage” arising out of “Emergency operations” includes clean up of a pollutant.

• Employee Amendment

The definition of “employee” is replaced by the following:

“Employee” includes a “temporary worker.”

• Injunctive Relief

The following definitions are added and apply only to Injunctive Relief Defense Expense Coverage (D):

“Claim” means written or oral notice from any party that it is their intention to hold the insured responsible for damages arising out of a “wrongful act” by the insured.

“Defense expense” means under Coverage D, fees or expenses incurred by the insured for:

- a. Legal fees charged by the insured's attorney;
- b. Court costs;
- c. Expert witnesses; and
- d. The cost of court bonds, however we do not have to furnish these bonds.

"Defense expense" does not include:

- a. Any salaries, charges or fees for any insured, insured's employees or volunteers, or former employees or volunteers; or
- b. Any expenses other than **a.**, **b.**, **c.**, and **d.** above.

"Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.

"Wrongful act" means an actual or alleged act, error or omission by or on behalf of you in the performance of your operations.

- **Golfing Facility**

The following definition is added:

"Golfing facility" or "golfing facilities" means a golf course, golf club, driving range, or miniature golf course.

- **Mental Anguish Amendment**

(This provision does not apply in New York.)

The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury.")

- **Not-for-profit Members**

"Not-for-profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

- **Training Operations**

"Training operations" means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members to respond to "Emergency operations" according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

ELITEPAC

General Liability Extension

Social Services

COMMERCIAL GENERAL LIABILITY
CG 72 17 01 07

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-5) for changes affecting your insurance protection.

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Products Amendment - Not-for-profit	Page 4
Supplementary Payments Amended - Bail Bonds (\$2,500) and Loss of Earnings (\$500)	Page 4
Temporary Workers	
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ELITEPAC

General Liability Extension Social Services

COMMERCIAL GENERAL LIABILITY
CG 72 17 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. However, **when two or more Coverage Parts of this policy apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

COVERAGES - Amendments

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

- **Employer's Liability Amendment**

The following is added to the **Employer's Liability** exclusion:

This exclusion also does not apply to any "temporary worker."

- **Non-Owned Aircraft, Auto or Watercraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

1. This exclusion does not apply to a watercraft you do not own that is less than 51 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.
2. This exclusion does not apply to any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.

- **Damage to Premises Rented to You**

Exclusion j. Damage to Property of **COVERAGE A** dealing with damage to premises while rented to you or temporarily occupied by you with the permission of the owner is amended as follows:

As used in this extension (only, including its use in **LIMITS OF INSURANCE**, the Declarations and the Other Insurance provisions), the term Damage shall include fire, lightning or explosion.

The Damage to Premises Rented to You Limit of **LIMITS OF INSURANCE** is amended as follows:

The Damage to Premises Rented to You Limit, for covered fire, lightning or explosion, is the higher of \$500,000, or the amount shown in the Declarations for the Damage to Premises Rented to You Limit. This limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises rented to you or temporarily occupied by you with permission of the owner, for all such "property damage" proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three. This Damage to Premises Rented to You Limit is subject to the Each Occurrence Limit.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

The exclusion of relating to liability assumed in a contract or agreement only applies to damages arising out of advertisement.

COVERAGE C. MEDICAL PAYMENTS

EXCLUSIONS

- **Any Insured Amendment**

The following is added to this section:

The exclusion applicable to any insured does not apply to "Not-for-profit members."

- **Product Amendment**

The exclusion applicable to the "products-completed operations hazard" does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises, if you are a not-for-profit operation.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- **Expenses For Bail Bonds And Loss Of Earnings**

The provisions of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are amended as follows:

Subject to all other provisions of this section, the limitations for expenses for bail bonds and loss of earnings are increased as follows: we will pay up to \$2,500 for the cost of bail bonds, and up to \$500 a day for loss of earnings because of time off from work.

WHO IS AN INSURED - Amendments

- **Not-for-Profit Organization Members**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, **WHO IS AN INSURED** is amended to include as additional insureds your officials, trustees, board members, insurance managers, and "not-for-profit members," however only with respect to their liability for your activities or activities they perform on your behalf.

- **Employees As Insureds Modified**

The exclusion relating to injury to a co-"employee" does not apply to injury to, or property damage to the property of, a "temporary worker" caused by a co-"employee" who is not a "temporary worker."

- **Blanket Additional Insureds – Broad Form Vendors — As Required By Contract**

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; however this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; and other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and not contributory in the written contract, written agreement or written permit.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured and additional insured) or written permit issued prior to the "bodily injury" or "property damage".

LIMITS OF INSURANCE

- **Increased Medical Payments**

The following is added to **LIMITS OF INSURANCE**:

The Medical Expense Limit under **COVERAGE C** will be \$15,000, or the amount shown in the Declarations for Medical Expense Limit, whichever is higher.

All other terms and conditions of **COVERAGE C. MEDICAL PAYMENTS** remain unchanged.

COMMERCIAL GENERAL LIABILITY CONDITIONS – Amendments

• Knowledge Of Occurrence, Claim, Suit Or Loss

The requirements for reporting and sending claim or “suit” information to us, including provisions related to the subsequent investigation of such claims or “suits,” under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** do not apply until after the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An “executive officer” or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

• Unintentional Failure To Disclose Hazards

The following is added to **Representations**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

• Waiver Of Transfer Of Rights Of Recovery

We will amend the **Transfer Of Rights Of Recovery Against Others To Us** Condition to waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard,” if:

1. The waiver of such rights is required in a written contract or written agreement with that person or organization; and
2. The provisions of the **Blanket Additional Insureds - Broad Form Vendors — As Required By Contract** section of this form also apply to that same contract; and
3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract.”

The section above only applies to that person or organization identified above, and only if the injury or damage occurs subsequent to the execution of the written contract or written agreement.

If you are a “golfing facility,” we will also waive any right of recovery we may have against any of your members or their guests because of payments we make for injury or damage arising out of their actions at your premises to which this Coverage Part applies. However, this provision does not apply to injury or damage that is expected or intended by your member or their guest.

• Liberalization

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

• Cancellation

For other than nonpayment of premium, the notice of cancellation condition is 60 days.

DEFINITIONS

• Discrimination And Humiliation

(This provision does not apply in the state of New York.) The definition of “personal and advertising injury” is amended by the addition of the following offense:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, however only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any “executive officer,” director, stockholder, partner, manager or member of the insured; and
2. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
3. Not arising out of any advertisement by the insured.

• Employee Amendment

The definition of “employee” is replaced by the following:

“Employee” includes a “temporary worker.”

• Mental Anguish Amendment

(This provision does not apply in New York.) The definition of “bodily injury” is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be “bodily injury.”)

• Not-for-profit Members

“Not-for-profit members” means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ELITEPAC General Liability Extension Schools

COMMERCIAL GENERAL LIABILITY
CG 75 02 01 07

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-7) for changes affecting your insurance protection.

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Blanket Additional Insureds - Broad Form Vendors - As Required By Contract	Page 5
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Golf Amendments	
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Incidental Medical Malpractice Exclusion modified	Page 6
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Mental Anguish Amendment (not applicable in New York)	Page 7
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Not-For-Profit Members - Defined	Page 7
Not-For-Profit Members - Medical Payments	Page 4
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Supplementary Payments Amended - Bail Bonds (\$2,500) and Loss of Earnings (\$500)	Page 4
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Employee Definition Amended (including status as an insured)	Page 5
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Employee Definition Amended (including status as an insured)	Page 5
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ELITEPAC General Liability Extension Schools

COMMERCIAL GENERAL LIABILITY
CG 75 02 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Part identified in this endorsement will be amended as shown below. However, **when two or more Coverage Parts of this policy apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

COVERAGES — Amendments

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- Fellow Employee, Member or Volunteer Worker Liability**

"Bodily Injury" coverage provided by this section is extended to each "employee", member or "volunteer worker" of the insured organization while such person is operating within the scope of his/her duties, with respect to claims made or suits brought against such person for injuries to a fellow employee, member or "volunteer worker" of the insured organization.

With respect only to this Extension of coverage, the Employer's Liability exclusion, which limits an insured's liability for "Bodily Injury" to an employee, shall not apply.

Also with respect only to this Extension of coverage, item **2.a.(1)** of **SECTION II — Who Is An Insured** shall not apply.

EXCLUSIONS

- Employer's Liability Amendment**

(This provision does not apply in New York.)

The following will be added to the **Employer's Liability** exclusion:

This exclusion also does not apply to any "temporary worker" or "volunteer worker."

- Non-Owned Aircraft, Auto or Watercraft**

The Aircraft, Auto or Watercraft Exclusion is amended as follows:

1. This exclusion does not apply to a watercraft you do not own that is not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. But, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. This exclusion does not apply to any aircraft, not owned or operated by any insured, that is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to the **Other Insurance** provisions of this policy for Excess Insurance.

- Damage To Premises Rented to You**

The provision of **COVERAGE A** dealing with damage to premises while rented to you or temporarily occupied by you with the permission of the owner is amended as follows:

As used in this Extension (only, including its use in **LIMITS OF INSURANCE**, the Declarations and the Other Insurance provisions), the term damage shall include fire, lightning or explosion.

The Damage To Premises Rented To You Limit of **LIMITS OF INSURANCE** is amended as follows:

The Damage To Premises Rented To You Limit, for covered fire, lightning or explosion, is the same as the amount shown in the Declarations for Each Occurrence Limit. This limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises rented to you or temporarily occupied by you with permission of the owner, for all such "property damage" proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three. This Damage To Premises Rented To You Limit is subject to the Each Occurrence Limit.

- **Temporary Liquor Liability**

The following is added to the Liquor Liability exclusion:

This exclusion does not apply to "Bodily Injury" or "Property Damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any specific function or activity for which you:

1. Are not required by state or local law/regulation to secure or maintain an alcoholic beverage permit or license; or
2. Are required by state or local law/regulation to secure or maintain only a temporary (valid for 10 days or less) alcoholic beverage permit or license.

This extension applies to events held 10 consecutive days or less with no limitation on the number of events held per year.

- **Property Damage - "Golfing Facilities"**

If you operate a "golfing facility" **COVERAGE A** is extended to "property damage" to any property not owned by you, caused by golf balls originating from your premises, regardless of your legal liability for the damage. The most we will pay under this Extension is \$500 per "occurrence" subject to an annual aggregate of \$2,500 per year. No deductible applies to loss under this extension.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

EXCLUSIONS

- **Civil Rights**

The following exclusion is added:

This insurance does not apply to "personal and advertising injury" arising out of the violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged:

- a) If caused, in whole or in part by, any dishonest, fraudulent, criminal or malicious act committed by or with the knowledge of an insured, or
- b) If the insured has waived any immunity to which they would otherwise have been entitled under the law, however this exclusion does not apply if the company gave prior written approval of such waiver of immunity to any insured.

COVERAGE C. MEDICAL PAYMENTS

EXCLUSIONS

- **Any Insured Amendment**

The following is added to this section:

The exclusion applicable to any insured does not apply to:

1. "Golfing facility" members who are not paid a fee, salary, or other compensation; or
2. "Not-for-profit members."

- **Products Amendment**

The exclusion applicable to the "products-completed operations hazard" does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

- **Expenses For Bail Bonds And Loss Of Earnings**

The provisions of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** are amended as follows:

Subject to all other provisions of this section, the limitations for expenses for bail bonds and loss of earnings are increased as follows: we will pay up to \$2,500 for the cost of bail bonds, and up to \$500 a day for loss of earnings because of time off from work.

WHO IS AN INSURED — Amendments

• Functional Additional Insureds

The section **WHO IS AN INSURED** is amended to include as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your commission members;
5. Your agency members;
6. Your board members;
7. Your elective or appointed officers;
8. Your insurance managers;
9. Your "Not-for-profit" members;
10. For any insured that is a school, school system or school board any full time consultants acting as School Administrators and/or School Superintendents;

however each only with respect to their liability for your activities or activities they perform on your behalf.

Also, for any insured that is a school, school system or school board **WHO IS AN INSURED** is further amended to include as additional insureds:

1. Any organization affiliated with and supporting the school such as Parent Teacher Associations or Booster Clubs; and
2. The officers and members of such organizations,

however each only with respect to their liability for your activities or activities they perform on behalf of the school. For these last two types of additional insureds only, this insurance is excess over any other insurance, whether primary, excess or on any other basis. Accordingly the provisions of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITION, 4. Other Insurance, b. Excess Insurance** also apply to these two types of additional insureds.

• Employees As Insureds Modified

The exclusion relating to injury to a co-"employee" does not apply to injury to, or property damage to the property of, a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker."

• Newly Formed or Acquired Organizations

The following amendments are made to the insured provision relating to newly acquired or formed organizations, as granted under **WHO IS AN INSURED**:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

This coverage Extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the **Other Insurance** provisions of this policy for Excess Insurance.

(All other provisions of this section continue unchanged.)

• Blanket Additional Insureds - Broad Form Vendors - As Required By Contract

WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" "property damage" caused, in whole or in part, by:

1. Your ongoing operations performed for that person or organization, "your product," or premises owned or used by you; however this provision does not include any architects, engineers, or surveyors with respect to any injury or damage arising out of the rendering or failure to render any professional services by or for you, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such organization. A person or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such rented leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

3. "Bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of that person's or organization's business, but the insurance afforded that person or organization does not apply to:

- a. "Bodily injury" or "property damage" for which that person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement; but this exclusion does not apply to liability for damages that person or organization would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by that person or organization;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as that person or organization has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for that person or organization; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

This coverage shall be excess with respect to the person or organization included as an insured by its provisions; any other insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and contributory in the written contract, written agreement or written permit referred to above.

The provisions of this coverage Extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured and additional insured) or written permit issued prior to the "bodily injury" or "property damage".

- **Incidental Medical Malpractice**

With respect to the section of **WHO IS AN INSURED** dealing with employees as insureds, the exclusion relating to providing or failing to provide professional health care services does not apply to school nurses, school psychologists, physical therapists, hearing and speech therapists, athletic trainer, emergency medical technicians or paramedics.

However this exception does not apply if the named insured is in the business or occupation of providing any such professional services.

- **"Golfing Facilities" - Golf or Tennis Pros**

The following are also additional insureds under **WHO IS AN INSURED**:

If you operate a "golfing facility," any golf or tennis pros. Golf or tennis pros means any person, other than your "employees," whose primary responsibilities include golf or tennis instruction or operation of a golf or tennis pro shop, however only with respect to their liability for your activities, or activities they perform on your behalf, or their liability for the maintenance, use or operation of golf or tennis pro shop premises you lease to them.

COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

- **Knowledge Of Occurrence, Claim, Suit Or Loss**

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits," under **Duties In The Event Of Occurrence, Offense, Claim Or Suit** do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

- **Unintentional Failure To Disclose Hazards**

The following is added to Representations:

But, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

- **Waiver of Transfer of Rights of Recovery**

If you are a "golfing facility," we will waive any right of recovery we may have against any of your members or their guests because of payments we make for injury or damage arising out of their actions at your premises to which this Coverage Part applies. But, this provision does not apply to injury or damage that is expected or intended by your member or their guest.

- **Liberalization**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

DEFINITIONS

- **Civil Rights**

The following is added to the definition of "Personal and Advertising Injury";

- f) Violation of any municipal, state or federal Civil Rights law, regulation or ordinance, whether actual or alleged, by any fire company, rescue squad or ambulance squad; excluding any fines levied in connection with such violations.

- **Employee Amendment**

The definition of "employee" is replaced by the following:

"Employee" includes a "temporary worker."

- **Golfing Facility**

The following definition is added:

"Golfing facility" or "golfing facilities" means a golf course, golf club, driving range, or miniature golf course.

- **Mental Anguish Amendment**

(This provision does not apply in New York.)

The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury.")

- **Not-for-profit Members**

"Not-for-profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

<i>SERFF Tracking Number:</i>	<i>SELC-125283765</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Selective Insurance Company of America</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026017</i>
<i>Company Tracking Number:</i>	<i>AAGL-28-07AR</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>2007 GL ElitePacs</i>		
<i>Project Name/Number:</i>	<i>2007 GL ElitePacs/AAGL-28-07AR</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SELC-125283765 State: Arkansas
Filing Company: Selective Insurance Company of America State Tracking Number: AR-PC-07-026017
Company Tracking Number: AAGL-28-07AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 2007 GL ElitePacs
Project Name/Number: 2007 GL ElitePacs/AAGL-28-07AR

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 09/10/2007

Comments:

Attachment:

NAIC Transmittal 3-07.DOC

Satisfied -Name: Explanatory Memorandum
Review Status: Approved 09/10/2007

Comments:

Please be advised that the Explanatory Memorandum contains the same information as the Filing Description under the General Information tab.

Attachment:

Explanatory Memorandum.pdf

SERFF Tracking Number: *SELC-125283765* *State:* *Arkansas*
Filing Company: *Selective Insurance Company of America* *State Tracking Number:* *AR-PC-07-026017*
Company Tracking Number: *AAGL-28-07AR*
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Product Name: *2007 GL ElitePacs*
Project Name/Number: *2007 GL ElitePacs/AAGL-28-07AR*

Attachment "NAIC Transmittal 3-07.DOC" is not a PDF document and cannot be reproduced here.

2007 GL ElitePacs
EXPLANATORY MEMORANDUM

We would like to file the attached forms (CG 72 17, CG 70 51, and CG 75 02) for use with the CG 00 01 coverage form on our Specialty Programs business. Our Specialty Programs business encompasses the following business sectors: Social Services (non for profit organizations), Emergency Services, Governmental Entities, and Schools. These forms provide broadenings of coverage which are summarized in the Summary of Coverages on the first page of each endorsement. Each form is designed to respond to the unique coverage requirements of the business sector.